firm composed of L. & C. These bills were dishonored at maturity, and the firm and its members having been declared bankrupts, proof of claim against each one of the three estates was made by M. The claims against the individual estates were based primarily upon the fraud. Both the Circuit Court of Appeals and District Court had affirmed an order of the referee expunging and disallowing the claims against the individual estates. On certiorari, *held* such tort claims not provable under § 63 of the Bankruptcy Act. *Schall* v. *Camors,* U. S. Sup. Ct. Adv. Aps., Jan. 5, 1920.

It was held under our earlier bankruptcy acts that unliquidated claims arising purely *ex delicto* were not provable. *Dusar* v. *Murgatroyd,* 1 Wash. C. C. R. 13 (Act of 1800); *Doggett* v. *Emerson,* 1 Woodb. & M. 195 (Act of 1841); *In re Boston & Fairhaven Iron Works,* 23 Fed. 880 (Act of 1867). It has often been contended that the presence of subdivision *b* in § 63, providing for liquidation of unliquidated claims, and the wording of clause (2) in § 17, providing, since the amendment of 1903, for the exception from discharge of *"liabilities* for obtaining property by false pretenses or false representations, or for willful and malicious injuries," etc., should lead to a result different from that reached under the earlier acts. It had, however, been held that the amended § 17, cl. (2) did not enlarge the class of provable claims. *In re United Button Co.,* 140 Fed. 495, 149 Fed. 48. *In re New York Tunnel Co.,* 159 Fed. 688. Also that § 63b did not authorize the liquidation and proof of purely tort claims. *In re Southern Steel Co.,* 183 Fed. 498. In *Dunbar* v. *Dunbar,* 190 U. S. 340, the court stated that § 63 b did not add to the claims provable under § 63 a; but in *Crawford* v. *Burke,* 195 U. S. 176, some language was used casting doubt upon this. The decision in the principal case settles finally the mooted question. The court expressly lays on one side, as unaffected by the decision the provability of such claims as were involved in *Crawford* v. *Burke, supra; Tindle* v. *Birkett,* 205 U. S. 534, the torts there being waivable and forming ground for liability *quasi ex contractu* on the basis of unjust enrichment.

COMMON CARRIERS—ACCEPTANCE OF GOODS BY CARRIER—BILL OF LADING.—Plaintiff delivered for shipment a carload of cotton upon a siding and received from defendant's agent the uniform bill of lading containing the following provision: "Property destined to or taken from a station * * * at which there is no regularly appointed agent shall be entirely at the risk of the owner after unloaded from cars, * * * and when received from or delivered on private or other sidings, * * * shall be at owner's risk until the cars are attached to and after they are detached from train." Upon destruction of the car and contents by fire while still on the siding, the plaintiff brings this action for the value of the cotton. *Held,* the goods had been accepted by defendant and it was liable as a common carrier for the loss. *Yazoo & Miss. Valley R. R. Co.* v. *Nichols & Co.,* (Miss., 1919), 83 So. 5.

The liability of the railroad as a common carrier begins when the goods have been delivered to the carrier ready for immediate shipment. That the

carrier may not be ready to begin the carriage at once is no concern of the shipper and cannot affect the liability of the carrier. When such delivery is complete is often a nice question. *Railway Co.* v. *Murphy,* 60 Ark. 333. The issuance of a bill of lading is *prima facie* evidence of delivery to the carrier of the goods specified therein. *O'Brien* v. *Gilchrist,* 34 Me. 554; *Sonia Cotton Oil Co.* v. *Steamer Red River,* 106 La. 42; *Morganton Mfg. Co.* v. *Ohio River, etc. R. R. Co.,* 121 N. C. 514; *Louisville, etc. R. R. Co.* v. *Wilson,* 119 Ind. 352. The defendant contended, however, that the presumption was rebutted by the provision quoted, which provision, it was maintained, constituted a valid limitation of liability. More specifically, that the phrase, "at which there is no regularly appointed agent," qualified only the first clause, and that therefore the second clause was applicable to this case even though there was a regularly appointed agent at the station where the cotton was received. But it is a well-settled rule of construction that a contract restricting the carrier's liability will be construed strictly against the carrier. *N. J. Steam Navigation Co.* v. *Merchant's Bank,* 6 How. 344; *Hart* v. *Penna. R. R. Co.,* 112 U. S. 331; *Hooper* v. *Wells Fargo Ex. Co.,* 27 Cal. 11. And in the instant case, in accordance with the above principles, the reasonable construction is that given by the supreme courts of California and West Virginia in construing this same provision, and followed in this case by the Mississippi court; namely, that the paragraph should be construed as a whole, and the phrase, "at which there is no regularly appointed agent," should be held to qualify the last clause as well as the first. See *Jolly* v. *A. T. & S. F. R. R. Co.,* 21 Cal. App. 368; *McClure* v. *N. & W. R. R. Co.,* 98 S. E. Rep. (W. Va.) 514. Such is undoubtedly a fair interpretation of the words of the provision, for, as the court points out, to give effect to the defendant's contention would be to allow the carrier to discharge itself from its common law duties by simply sidetracking cars containing goods before the consignee had the opportunity to take charge of them or even knew of their arrival; or, on the other hand, to refuse to accept liability for the safety of goods after the shipper had parted with and the carrier had assumed control over them. To date, only the courts of the three states mentioned have had occasion to pass on this particular provision, but, in consideration of the country-wide use of the uniform bill of lading, it is to be expected that the same question will arise in other jurisdictions.

CONSTITUTIONAL LAW — DELEGATION OF LEGISLATIVE POWER — CONTROL MEASURES IN INFECTUOUS DISEASES.—A Kansas Statute, (Chap. 205, Laws 1917), passed with a view to protection of the public health and control of communicable diseases, conferred power on state board of health to designate such diseases as were infectuous, etc., and to prescribe rules and regulations for the isolation of persons affected with such, and provided a penalty for violation of same. These rules, promulgated accordingly, included certain venereal diseases in the above class. Provision was made for the isolation of such cases at a state quarantine camp. Local health authorities were authorized to examine suspected persons and to isolate persons affected